

**Exhibit C: Unjust Enrichment Claims Fail When There is An Adequate Remedy at Law Through Contract**

*NOTE: This chart includes all states for which Plaintiffs have identified a class representative in the Economic Loss Master Complaint.*

Jurisdiction	Citation
California	<i>Resnick v. Hyundai Motor Am. Inc.</i> , Case No. CV 16–00593, 2017 WL 1531192, at *22 (C.D. Cal. Apr. 13, 2017) (noting that, in California, quasi-contractual claims like unjust enrichment cannot lie where there is an express contract as a result of a warranty, and citing cases standing for that proposition under the laws of Florida, Georgia, Louisiana, Massachusetts, North Carolina, South Carolina, and Texas)
Connecticut	<i>Richard Parks Corrosion Tech., Inc. v. Plas-Pak Indus., Inc.</i> , Case No. 3:10-cv-437, 2015 WL 5708539, at *4 (D. Conn. Sept. 29, 2015) (Under Connecticut law, “[l]ack of a remedy under contract is a precondition for recovery based upon unjust enrichment.”) (citing <i>Alstom Power, Inc. v. Schwing Am., Inc.</i> , Case No. 3:04cv1311, 2006 WL 2642412, at *5 (D. Conn. Sept. 14, 2006))
Florida	<i>See Resnick, supra</i>
Georgia	<i>See Resnick, supra</i>
Indiana	<i>Blue Frog Mobile NV Inc. v. Navicomm LLC</i> , Case No. 1:06-CV-1215, 2007 WL 3334793, at *2 (S.D. Ind. Nov. 8, 2007) (Under Indiana law, “the existence of a contract precludes the pursuit of an equitable remedy” by a party to that contract.)

Jurisdiction	Citation
Kansas	<i>Ice Corp. v. Hamilton Sundstrand, Inc.</i> , 444 F. Supp. 2d 1165, 1170 (D. Kan. 2006) (“Kansas law is clear that ... unjust enrichment” is not appropriate “when an enforceable express contract regulates the relations of the parties with respect to the disputed issue.”) (citing <i>Britvic Soft Drinks, Ltd. v. ACSIS Techs., Inc.</i> , Case No. 01–2243, 2004 WL 1900585, at *2 (D. Kan. June 8, 2004))
Louisiana	<i>See Resnick, supra</i>
Massachusetts	<i>See Resnick, supra</i>
Mississippi	<i>Multiplan, Inc. v. Holland</i> , Case No. 1:14CV315, 2016 WL 3983669, at *3 (S.D. Miss. July 25, 2016) (“Under Mississippi law, ‘unjust enrichment only applies to situations where ... there is no legal contract ....’”) (quoting <i>SKL Invs., Inc. v. Hardin</i> , 170 So. 3d 588, 591 (¶13) (Miss. Ct. App. 2014))
New Jersey	<i>Van Orman v. Am. Ins. Co.</i> , 680 F.2d 301, 310 (3d Cir. 1982) (Under New Jersey law, “recovery under unjust enrichment may not be had when a valid, unrescinded contract governs the rights of the parties.”)
New Mexico	<i>Steadfast Ins. Co. v. Legacy Safety &amp; Consulting, LLC</i> , CV 15-00218, 2015 WL 12803775, at *4 (D.N.M. June 25, 2015) (“New Mexico law strongly disfavors unjust enrichment claims when remedies exist under contract law.”) (citations omitted)
New York	<i>Downey v. Adloox Inc.</i> , 238 F. Supp. 3d 514, 526 (S.D.N.Y. 2017) (“It is one of the ‘well-settled principles of New York law’ that ‘the existence of a ... contract governing a particular subject matter ordinarily precludes recovery in quasi contract for the events arising out of the same subject matter.’”) (quoting <i>Superintendent of Ins. v. Ochs</i> , 377 F.3d 209, 213 (2d Cir. 2004))
North Carolina	<i>See Resnick, supra</i>

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Ohio	<i>Wuliger v. Mfrs. Life Ins. Co. (USA)</i> , 567 F.3d 787, 799 (6th Cir. 2009) (“Ohio law is clear that a plaintiff may not recover under the theory of unjust enrichment ... when an express contract covers the same subject.”) (quoting <i>Lehmkuhl v. ECR Corp.</i> , Case No. 06 CA 039, 2008 WL 5104747, at *5 (Ohio App. 5 Dist. 2008))
Pennsylvania	<i>Sheinman Provisions, Inc. v. Nat’l Deli, LLC</i> , Case No. 08-cv-453, 2008 WL 2758029, at *4 (E.D. Pa. July 15, 2008) (“Pennsylvania law prohibits unjust enrichment claims where a contract governs the relationship of the parties.”)
South Carolina	<i>See Resnick, supra</i>
Texas	<i>See Resnick, supra</i>
Virginia	<i>CGI Fed. Inc. v. FCI Fed., Inc.</i> , 814 S.E.2d 183, 190 (Va. 2018) (Under Virginia law, “[t]he existence of an express contract covering the same subject matter of the parties’ dispute precludes a claim for unjust enrichment.”) (citing <i>Southern Biscuit Co. v. Lloyd</i> , 6 S.E.2d 601, 606 (Va. 1940))